
TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions, together with any and all other documents referred to herein, set out the terms under which Goods are sold by Us through this website, www.audio-philias.co.uk ("Our Site"). Please read these Terms and Conditions carefully and ensure that you understand them before ordering any Goods from Our Site. You will be required to read and accept these Terms and Conditions when ordering Goods. If you do not agree to comply with and be bound by these Terms and Conditions, you will not be able to order Goods through Our Site. These Terms and Conditions, as well as any and all Contracts are in the English language only.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Contract"	means a contract for the purchase and sale of Goods, as explained in Clause 8;
"Dispatch Confirmation"	means our acceptance and confirmation of your Order;
"Goods"	means the goods sold by Us through Our Site;
"Order"	means your order for Goods;
"We/Us/Our"	means Connecting Music Limited trading as Audio-philias, a company registered in Scotland under 531174, whose registered office is at 95 Gilmore Place, Edinburgh, EH3 9NU and whose main trading address is 95 Gilmore Place, Edinburgh, EH3 9NU.

2. Information About Us

2.1 Our Site, www.audio-philias.co.uk, is owned and operated by Connecting Music Limited trading as Audio-philias, whose main trading address is 95 Gilmore Place, Edinburgh, EH3 9NU.

3. Access to and Use of Our Site

- 3.1 Access to Our Site is free of charge.
- 3.2 It is your responsibility to make any and all arrangements necessary in order to access Our Site.
- 3.3 Access to Our Site is provided "as is" and on an "as available" basis. We may alter, suspend or discontinue Our Site (or any part of it) at any time and without notice. We will not be liable to you in any way if Our Site (or any part of it) is unavailable at any time and for any period.
- 3.4 Use of Our Site is subject to our Website Terms of Use. Please ensure that you have read them carefully and that you understand them.

4. **Age Restrictions**

- 4.1 Consumers may only purchase Goods through Our Site if they are at least 18 years of age.

5. **Business Customers**

These Terms and Conditions do not apply to customers purchasing Goods in the course of business. If you are a business customer, please consult our Business Terms of Sale.

6. **International Customers**

If Goods are being ordered from outside the United Kingdom, import duties and taxes may be incurred once your Goods reach their destination. We are not responsible for such charges and We undertake to make no calculations or estimates in this regard. If you are buying internationally, you are advised to contact your local customs authorities for further details on costs and procedures. As the purchaser of the Goods, you will also be the importer of record and as such should ensure that your purchase is in full compliance with the laws of the country into which the Goods are being imported. Please be aware that Goods may be inspected on arrival at port for customs purposes and We cannot guarantee that the packaging of your Goods will be free of signs of tampering. Please also be aware that United Kingdom consumer protection laws may not apply.

7. **Goods, Pricing and Availability**

- 7.1 We make all reasonable efforts to ensure that all descriptions and graphical representations of Goods available from Us correspond to the actual Goods. Please note, however, the following:
- 7.1.1 Images of Goods are for illustrative purposes only. There may be slight variations in colour between the image of a product and the actual product sold due to differences in computer displays and lighting conditions;
 - 7.1.2 Images and/or descriptions of packaging are for illustrative purposes only, the actual packaging of Goods may vary.
- 7.2 Please note that sub-Clause 7.1 does not exclude Our responsibility for mistakes due to negligence on Our part and refers only to minor variations of the correct Goods, not to different Goods altogether. Please refer to Clause 11 if you receive incorrect Goods (i.e. Goods that are not as described).
- 7.3 Where appropriate, you may be required to select the required size, model, colour, number.
- 7.4 We neither represent nor warrant that Goods will be available. Stock indications are not provided on Our Site.
- 7.5 We make all reasonable efforts to ensure that all prices shown on Our Site are correct at the time of going online. We reserve the right to change prices and

to add, alter, or remove special offers from time to time and as necessary. Changes in price will not affect any order that you have already placed (please note sub-Clause 7.8 regarding VAT, however).

- 7.6 All prices are checked by Us when We process your Order. In the unlikely event that We have shown incorrect pricing information, please note the following:
 - 7.6.1 We will contact you in writing before proceeding with your Order to inform you of the mistake and to ask you how you wish to proceed. We will give you the option to purchase the Goods at the correct price or to cancel your Order (or the affected part thereof). We will not proceed with processing your Order until you respond. If We do not receive a response from you within 7 days, We will treat your Order as cancelled and notify you of the same in writing.
- 7.7 In the event that the price of Goods you have ordered changes between your Order being placed and Us processing that Order and taking payment, you will be charged the price shown on Our Site at the time of placing your Order.
- 7.8 All prices on Our Site include VAT. If the VAT rate changes between your Order being placed and Us taking payment, the amount of VAT payable will be automatically adjusted when taking payment.
- 7.9 Delivery charges are not included in the price of Goods on Our Site. Delivery options and related charges will be presented to you as part of the order process.

8. **Orders – How Contracts Are Formed**

- 8.1 Our Site will guide you through the ordering process. Before submitting your Order to Us you will be given the opportunity to review your Order and amend it. Please ensure that you have checked your Order carefully before submitting it.
- 8.2 No part of Our Site constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at Our sole discretion, accept. Our acknowledgement of receipt of your Order does not mean that we have accepted it. Our acceptance is indicated by Us sending you a Dispatch Confirmation by email. Only once We have sent you a Dispatch Confirmation will there be a legally binding Contract between Us and you.
- 8.3 Dispatch Confirmations shall contain the following information:
 - 8.3.1 Confirmation of the Goods ordered including full details of the main characteristics of those Goods;
 - 8.3.2 Fully itemised pricing for the Goods ordered including, where appropriate, taxes, delivery and other additional charges;
 - 8.3.3 Estimated delivery date(s) and time(s);
- 8.4 We may also (but are not obliged to) include a paper copy of the Dispatch Confirmation with your Goods.
- 8.5 If We, for any reason, do not accept or cannot fulfil your Order, no payment shall be taken under normal circumstances. If We have taken payment any such sums will be refunded to you as soon as possible and in any event within 28 days.

9. **Payment**

- 9.1 Payment for Goods and related delivery charges must always be made in advance and you will be prompted to pay during the order process.
- 9.2 We accept the following methods of payment on Our Site:
 - 9.2.1 Debit card;
 - 9.2.2 Credit card;
 - 9.2.3 PayPal;
 - 9.2.4 BACS transfer;

10. **Delivery, Risk and Ownership**

- 10.1 All Goods purchased through Our Site will normally be delivered within 30 calendar days of the date of Our Dispatch Confirmation unless otherwise agreed (subject to delays caused by events outside of Our control, for which see Clause 15).
- 10.2 If We are unable to deliver the Goods on the delivery date (if, for example, no one is available at your address to receive the Goods) We will attempt redelivery as soon as practicable.
- 10.3 In the unlikely event that We fail to deliver the Goods within 30 calendar days of Our dispatch confirmation (unless otherwise agreed as under sub-Clause 10.1), if any of the following apply you may cancel your Order immediately:
 - 10.3.1 We have refused to deliver your Goods; or
 - 10.3.2 In light of all relevant circumstances, delivery within that time period was essential; or
 - 10.3.3 You told Us when ordering the Goods that delivery within that time period was essential.
- 10.4 If you do not wish to cancel under sub-Clause 10.3 or if none of the specified circumstances apply, you may specify a new (reasonable) delivery date. If We fail to meet the new deadline, you may then cancel your Order.
- 10.5 You may cancel all or part of your Order under sub-Clauses 10.3 or 10.4 provided that separating the Goods in your Order would not significantly reduce their value. Any sums that you have already paid for cancelled Goods and their delivery will be refunded to you. Please note that if any cancelled Goods are delivered to you, you must return them to Us or arrange with Us for their collection. In either case, We will bear the cost of returning the cancelled Goods.
- 10.6 Delivery shall be deemed complete once We have delivered the Goods to the address [including, where relevant, any alternative address] provided in your Order.
- 10.7 The risk in the Goods shall remain with Us until they come into your physical possession.
- 10.8 Ownership of the Goods will only pass to you once we have received payment in full of all sums due (including any applicable delivery charges).

11. **Faulty, Damaged or Incorrect Goods**

- 11.1 By law, We must provide goods that are of satisfactory quality, fit for purpose, as described at the time of purchase, in accordance with any pre-contract information We have provided, and that match any samples or models that you have seen or examined (unless We have made you aware of any differences). If any digital content is included in the Goods, that digital content must also conform. If any Goods you have purchased do not comply and, for example, have faults or are damaged when you receive them, or if you receive incorrect Goods, please contact Us as soon as reasonably possible to inform Us of the fault, damage or error, and to arrange for a refund, repair or replacement.
- 11.2 Beginning on the day that you receive the Goods (and ownership of them) you have a 14 Calendar Day right to reject the Goods and to receive a full refund if they do not conform as stated above. Alternatively, you may request a repair of the Goods or a replacement. We will bear any associated costs and will carry out the repair or replacement within a reasonable time and without significant inconvenience to you. In certain circumstances, where a repair or replacement is impossible or otherwise disproportionate, We may instead offer you a full refund. If you request a repair or replacement during the 30 Calendar Day rejection period, that period will be suspended while We carry out the repair or replacement and will resume on the day that you receive the replacement or repaired Goods. If less than 7 Calendar Days remain out of the original period, it will be extended to 7 Calendar Days. If, after a repair or replacement, the Goods still do not conform (or if We cannot do so as previously described, or have failed to act within a reasonable time or without significant inconvenience to you), you may have the right either to keep the Goods at a reduced price, or to reject them in exchange for a refund. If you exercise the final right to reject the goods more than six months after you have received the Goods (and ownership of them), We may reduce any refund to reflect the use that you have had out of the Goods.
- 11.3 Please note that you will not be eligible to claim under this Clause 11 if We informed you of the fault(s), damage or other problems with the Goods before your purchase of the them (and it is because of the same issue that you now wish to return them); if you have purchased the Goods for an unsuitable purpose that is neither obvious nor made known to Us and the problem has resulted from your use of the Goods for that purpose; or if the problem is the result of normal wear and tear, misuse or intentional or careless damage. Please also note that you may not return Goods to Us under this Clause 11 merely because you have changed your mind. If you are a consumer in the European Union you have a legal right to a 14 calendar day cooling off period within which you can return Goods for this reason. Please refer to Clause 12 for more details.
- 11.4 To return Goods to Us for any reason under this Clause 11, please contact Us to arrange for a collection and return. We will be fully responsible for the costs of returning Goods under this Clause 11 and will reimburse you where appropriate.
- 11.5 Refunds (whether full or partial, including reductions in price) under this Clause 11 will be issued within 14 Calendar Days of the day on which We agree that you are entitled to the refund.
- 11.6 Any and all refunds issued under this Clause 11 will include all delivery costs paid by you when the Goods were originally purchased.
- 11.7 For further information on your rights as a consumer, please contact your local

12. **Cancelling and Returning Goods if You Change Your Mind**

- 12.1 If you are a consumer in the European Union, you have a legal right to a "cooling off" period within which you can cancel the Contract for any reason. This period begins once your Order is complete and We have sent you your Dispatch Confirmation, i.e. when the Contract between you and Us is formed.
- 12.1.1 If the Goods are being delivered to you in a single instalment (whether single or multiple items), the cooling off period ends 14 calendar days after the day on which you receive the Goods.
- 12.1.2 If the Goods are being delivered in separate instalments on separate days, the cooling off period ends 14 calendar days after the day on which you receive the final instalment of Goods.
- 12.1.3 If your order is for the regular delivery of Goods over a defined period, the cooling off period ends 14 calendar days after the day on which you receive the first delivery of Goods.
- 12.2 If you wish to exercise your right to cancel under this Clause 12, you must inform Us of your decision within the cooling off period. You may do so in any way you wish, however for your convenience We offer a cancellation form on Our Site and may include a link to it with the Dispatch Confirmation. Cancellation by email or by post is effective from the date on which you send Us your message. Please note that the cooling off period lasts for whole calendar days. If, for example, you send Us an email or letter by 23:59 on the final day of the cooling off period, your cancellation will be valid and accepted. If you would prefer to contact Us directly to cancel, please use the following details:
- 12.2.1 Telephone: +44 (0)1382 523412
- 12.2.2 Email: info@audio-phia.co.uk
- 12.2.3 Post: 95 Gilmore Place, Edinburgh, EH3 9NU
- 12.3 We may ask you why you have chosen to cancel and may use any answers you provide to improve Our Goods and services, however please note that you are under no obligation to provide any details if you do not wish to.
- 12.4 Please note that you may lose your legal right to cancel under this Clause 12 in the following circumstances:
- 12.4.1 If the Goods are sealed for health or hygiene reasons and you have unsealed those Goods after receiving them;
- 12.4.2 If the Goods consist of sealed audio or video recordings (e.g. CD or DVD) or sealed computer software and you have unsealed the Goods after receiving them;
- 12.4.3 If the Goods have been inseparably mixed with other items (according to their nature) after you have received them.
- 12.5 Please ensure that you return Goods to Us no more than 14 calendar days after the day on which you have informed Us that you wish to cancel under this Clause 12.
- 12.6 You may request that We collect the Goods from you. Please ensure that the Goods are ready for collection at the agreed time and location.

- 12.7 You may return Goods to Us by post or another suitable delivery service of your choice to Our returns address at 95 Gilmore Place, Edinburgh, EH3 9NU. Please note that you must bear the costs of returning Goods to Us if cancelling under this Clause 12. We will also charge you the direct cost to Us of collection if you request that We collect the Goods from you. The cost of returning Goods to Us should not normally exceed the cost of having them originally delivered to you if you use the same carrier.
- 12.8 Refunds under this Clause 12 will be issued to you within 14 calendar days of the following:
- 12.8.1 The day on which We receive the Goods back; or
 - 12.8.2 The day on which you inform Us (supplying evidence) that you have sent the Goods back (if this is earlier than the day under sub-Clause 12.8.1); or
 - 12.8.3 If We are collecting the Goods under sub-Clause 12.6, the day on which you inform Us that you wish to cancel the Contract; or
 - 12.8.4 If We have not yet provided a Dispatch Confirmation or have not yet dispatched the Goods, the day on which you inform Us that you wish to cancel the Contract.
- 12.9 Refunds under this Clause 12 may be subject to deductions in the following circumstances:
- 12.10 Refunds may be reduced for any diminished value in the Goods resulting from your excessive handling of them. For the purposes of this Clause 12, “excessive handling” means any more handling than is reasonable required to ascertain the nature and characteristics of the Goods in question (e.g. no more than would be permitted in a shop). Please note that if We issue a refund before We have received the Goods and have had a chance to inspect them, We may subsequently charge you an appropriate sum if We find that the Goods have been handled in a way that would otherwise entitle Us to reduce your refund.
- 12.11 Standard delivery charges will be reimbursed in full as part of your refund. Please note, however, that We cannot reimburse for premium delivery. We will only reimburse the equivalent standard delivery costs when issuing refunds under this Clause 12.
- 12.12 Refunds under this Clause 12 will be made using the same payment method that you used when ordering the Goods.

13. **Guarantee[s]**

- 13.1 Where We are the manufacturer of the Goods, We guarantee that for a period of 12 months from the date of delivery, the Goods will be free from material defects. This guarantee is subject to the exceptions listed in sub-Clause 13.2.
- 13.2 Our guarantee does not apply to any defects in the Goods caused by:
- 13.2.1 Normal wear and tear;
 - 13.2.2 Deliberate damage and/or misuse of the Goods;
 - 13.2.3 Accidental damage;
 - 13.2.4 Failure to use the Goods in accordance with their instructions (where applicable); or

13.2.5 The alteration, opening the case or repair of the Goods by you or any third party that is not authorised by Us.

13.3 Our guarantee exists in addition to your legal rights as a consumer (that the Goods match their description, that they are of satisfactory quality and that they are fit for purpose). For Goods that do not match their description, are not of satisfactory quality, or are not fit for purpose, please refer to Clause 11. More information on your rights as a consumer can be obtained from your local Citizens' Advice Bureau or Trading Standards Office.

AND/OR

13.4 Where We are not the manufacturer of the Goods, the Goods are provided with a manufacturer's guarantee. For further details and terms, please refer to the manufacturer's guarantee documentation supplied with the Goods.

13.5 The manufacturer's guarantee exists in addition to your legal rights as a consumer (that the Goods match their description, that they are of satisfactory quality and that they are fit for purpose). For Goods that do not match their description, are not of satisfactory quality, or are not fit for purpose, please refer to Clause 11. More information on your rights as a consumer can be obtained from your local Citizens' Advice Bureau or Trading Standards Office.]

14. Our Liability to Consumers

14.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by you and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.

14.2 We only supply Goods for domestic and private use by consumers. We make no warranty or representation that the Goods are fit for commercial, business or industrial use of any kind (including resale). We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.

14.3 Nothing in these Terms and Conditions seeks to limit or exclude Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.

14.4 Nothing in these Terms and Conditions seeks to exclude or limit Your legal rights as a consumer. For more details of Your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office.

15. Events Outside of Our Control (Force Majeure)

15.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war

(declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.

15.2 If any event described under this Clause 15 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:

15.2.1 We will inform you as soon as is reasonably possible;

15.2.2 Our obligations under these Terms and Conditions (and therefore the Contract) will be suspended and any time limits that We are bound by will be extended accordingly;

15.2.3 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Goods as necessary;

15.2.4 If the event outside of Our control continues for more than 2 calendar months We will cancel the Contract and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible and in any event within 2 calendar months of the date on which the Contract is cancelled;

15.2.5 If an event outside of Our control occurs [and continues for more than 2 calendar months and you wish to cancel the Contract as a result, you may do so. Any refunds due to you as a result of such cancellation will be paid to you as soon as is reasonably possible and in any event within 2 calendar months of the date on which the Contract is cancelled.

15.2.6 If the contract is cancelled by you or by Us under this Clause 15, any relevant Goods that must be returned will be returned at Our expense (with Us reimbursing you where appropriate).

16. **Communication and Contact Details**

16.1 If you wish to contact Us with general questions or complaints, you may contact Us by telephone at +44 (0)1382 523412, by email at info@audio-philias.co.uk, or by post at 95 Gilmore Place, Edinburgh, EH3 9NU.

16.2 For matters relating the Goods or your Order, please contact Us by telephone at +44 (0) 131 221 9753, by email at info@audio-philias.co.uk, or by post at 95 Gilmore Place, Edinburgh, EH3 9NU.

16.3 For matters relating to cancellations, please contact Us by telephone at +44 (0)131 221 9753, by email at info@audio-philias.co.uk, by post at 95 Gilmore Place, Edinburgh, EH3 9NU, or refer to the relevant Clauses above.

17. **Complaints and Feedback**

17.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.

17.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available from our website.

17.3 If you wish to complain about any aspect of your dealings with Us, please contact Us in one of the following ways:

17.3.1 In writing, addressed to Carlo Marengo, 95 Gilmore Place, Edinburgh, EH3 9NU;

17.3.2 By email, addressed to Carlo Marengo at info@audio-phia.co.uk

18. **How We Use Your Personal Information (Data Protection)**

18.1 All personal information that We may collect (including, but not limited to, your name, address and telephone number) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and your rights under that Act.

18.2 We may use your personal information to:

18.2.1 Provide Our Goods and services to you;

18.2.2 Process your Order (including payment) for the Goods; and

18.2.3 Inform you of new products and/or services available from Us (if you opt or have previously opted to receive it). You may request that We stop sending you this information at any time.

18.3 In certain circumstances (if, for example, you wish to purchase Goods on credit), and with your consent, We may pass your personal information on to credit reference agencies. These agencies are also bound by the Data Protection Act 1998 and should use and hold your personal information accordingly.

18.4 We will not pass on your personal information to any third parties [without first obtaining your express permission].

19. **Other Important Terms**

19.1 We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, you will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.

19.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.

19.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.

19.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

19.5 No failure or delay by Us in exercising any of Our rights under these Terms

and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

- 19.6 We may revise these Terms and Conditions from time to time in response to changes in relevant laws and other regulatory requirements. If We change these Terms and Conditions as they relate to your Order, We will give you reasonable advance notice of the changes and provide details of how to cancel if you are not happy with them. If you do opt to cancel, you must return any affected Goods you have already received and we will arrange for a full refund (including delivery charges) which will be paid within 12 months of your cancellation.

20. **Law and Jurisdiction**

- 20.1 These Terms and Conditions, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, Scots law.
- 20.2 If you are a consumer, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of Scotland.
- 20.3 If you are a business, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of Scotland.